Debris Management Plan

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Debris Management

Primary

The agency whose is primarily responsible for the response functions in an emergency or disaster, whose roles and responsibilities are outlined in this document.

Clark County Waste Management District

Support

The agencies that support the primary agency in carrying out its response functions in an emergency or disaster, whose roles and responsibilities are outlined in this document.

City of Springfield

City of New Carlisle

Bethel Township

German Township

Green Township

Harmony Township

Mad River Township

Moorefield Township

Pike Township

Pleasant Township

Springfield Township

Village of Catawba

Village of Clifton

Village of Donnelsville

Village of Enon

Village of North Hampton

Village of South Charleston

Village of South Vienna

Village of Tremont City

Clark County Combined Health District

Clark County Community Development

Clark County Emergency Management Agency

Clark County Engineer

I. INTRODUCTION

Clark County is providing guidance to our communities regarding the development of plans for and the removal and disposition of debris, caused by a major disaster. Additionally the plan will facilitate and coordinate the management of debris following a disaster in order to mitigate against any potential threat to the lives, health, safety, and welfare of the impacted citizens, expedite recovery efforts in the impacted area, and address any threat of significant damage to improved public or private property.

The annex provides for a management structure with redundancy built in so areas of the county affected by an emergency can potentially rely on management staff from unaffected parts of the county.

The debris generated by an emergency will be a combination of many types of debris. The annex identifies the various categories of debris and provides guidance for the handling of that debris. The debris categories include Construction and Demolition Debris (CDD), Solid Waste, Hazardous Waste, Infectious Waste and Special Wastes. The appropriate Ohio Revised Codes and Ohio Administrative Codes are applied to the handling and disposal of the various categories of wastes.

Vegetative waste is normally very bulky but lends itself to volume reduction methods. Volume reduction lessens the demand on transportation resources. Large quantities of vegetative waste can overwhelm the capacity of the landfills and composting facilities. Volume Reduction Methods are listed in Appendix 2.

The Debris Coordinator and Clark County EOC can provide a listing of resources of equipment, personnel and materials available from the Public Sector and the Private Sector. Potential Temporary Debris Storage and Reduction (TDSR) sites. Landfills, composting, and other authorized facilities along with the types of waste that can be accepted and the restrictions that apply to those sites. A listing of resources can be obtained from the DC at the EOC, and a partial listing is available in the Clark County Resource Directory.

A. Definitions

For the purpose of this plan the following definitions are used:

- 1. <u>Debris Coordinator (DC):</u> The person responsible for coordinating the activities of the local Debris Managers. The Debris Coordinator is an authorized representative of the Primary Agency. The DC operates out of the County Emergency Operations Center (EOC) when a debris generating event is on-going.
- 2. <u>Debris Manager (DM):</u> The person designated by each local jurisdiction to coordinate activities with the Debris Coordinator.
- 3. <u>Debris Management Planning Team:</u> The team responsible for the creation and revisions of this plan.
- 4. <u>Emergency Operations Center (EOC):</u> Location where DC and other agency representatives gather to establish incident priorities, allocates and manages resources, and communicates with stakeholders.
- 5. <u>Public Information Officer (PIO):</u> The person responsible for crafting messages for the public. All messages must be approved by the DC and EOC manager prior to release. This does not have to be the spokesperson for the message.
- 6. <u>Technical Advisor:</u> the individual who has expert knowledge in a particular field, in this case, debris management. And the (TA) is able to provide information to ensure that debris management activities are carried out accurately.

II. PURPOSE & SCOPE

A. Purpose

The purpose of this annex is to provide for coordination of efforts in the clean-up and removal and disposal of debris following an event.

A. Scope

The scope of this plan covers the entire County of Clark; however, each local jurisdiction should adopt this plan and then further customize the attachments for their own use.

III. SITUATION & ASSUMPTIONS

A. Situation

- 1. Debris may be the result of natural, man-made, and technological hazards.
- 2. Clark County may experience events which result in large amounts of debris.
- 3. All communities have unique circumstances that impact types, amounts, and responses to debris; these may include types of local business/industry, land use, size of the community, topography, and economics.
- 4. Jurisdictions must be prepared to conduct emergency debris removal on their own during the initial phases of an emergency or disaster.
- 5. Individuals and businesses may or may not be responsible for the removal and disposal of debris on private property depending on the situation. Determinations will be made by the Emergency Operations Center (EOC).
- 6. Debris management activities can be a major burden on the time and resources of everyone affected.

B. Assumptions

- 1. Extraordinary demands will be placed on public and private resources for debris management following a disaster event.
- 2. A coordinated effort will be required to effectively collect, remove, and dispose of debris following a disaster.
- Proper planning and conduct of debris operations will be vital to ensure cost effective and environmentally sound practices are used.
- 4. During major emergencies financial and/or material assistance from the state or federal government may be needed.

IV.CONCEPT OF OPERATIONS

A. Debris Planning

Clark County's Waste Management District and Emergency Management Agency co-chair the Debris Management Planning Team

- Complete team membership includes representation by the following: Clark County Waste Management District, Clark
 County Emergency Management Agency, Clark County Combined Health District, Clark County Engineer, City of
 Springfield, and officials from local jurisdictions, Ohio Emergency Management Agency, and Ohio Environmental
 Protection Agency.
- 2. Representatives with specific expertise and state or federal liaisons may be added as needed.

A. Debris Operations

- 1. Clark County Debris Coordinator will coordinate all disaster-related debris management activities and serve as Technical Advisor to local jurisdiction during debris generating events.
- 2. The Debris Coordinator will be activated through the Emergency Operations Center (EOC) as soon as possible following the discovery that an event has generated debris that is hazardous or in large quantities.
- 3. The Waste Management District Director or designee will serve as the Debris Coordinator, and will be responsible for operational functions.
 - a. Operations functions include:
 - 1) Contact with each affected jurisdiction

- 2) Scheduling and coordination of resources
- 3) Conducting debris operations to include debris quantity calculations (See Appendix 13, Debris Calculation Worksheet).
- 4. The EMA Director, or designee, will serve in the Emergency Management Support Function and be responsible for opening the EOC, finance, logistics, and incident action planning functions.
 - a. Financial guidance will include
 - 1) Contacts and negotiations with contractors
 - 2) Coordination with jurisdiction officials for expenses and scheduling, and documentation of all resources, personnel, materials, and costs for potential reimbursement purposes.
 - b. Logistics support will include
 - 1) Preparation and submission of requests for state assistance through Ohio EMA
 - 2) Assessments for requests for federal assistance
 - 3) Provision of needed materials for the conduct of debris collection and disposal.
 - c. Incident Action Planning coordination will include
 - 1) Prioritization of needed activities
 - 2) Determination of appropriate strategies for collection and disposal
 - a) See Appendix 2: Debris Fact Sheet for Local Officials, Management Options Chart.
 - b) FEMA guidelines will be complied with in the disposal efforts. FEMA's Debris Management Guide (FEMA 325) provides detailed information and is available in the Clark County Emergency Operations Center (EOC).

B. Phased Approach (Priorities)

- 1. The Clark County EOC / DC will address debris management issues using a phased approach. The following are the four phases as they will be addressed:
 - a. Priority Phase One Debris clearance to open access for emergency response vehicles and necessary traffic. This may be accomplished by jurisdiction officials due to the immediate nature of the situation.
 - b. Priority Phase Two Debris issues affecting health and safety. This may include such issues as chemical, sewage, and flood contaminated debris, as well as dangerous limbs and trees, dead animals, and spoiled food.
 - c. Priority Phase Three Other actions necessary to protect health, safety, and prevent public health nuisances. This may include, but not be limited to, pest or rodent control activities associated with the presence of debris.
 - 1) It is important to note that these activities may or may not qualify for reimbursement under a state or federal declaration; however, they may be critical to preventing the spread of disease.
 - d. Priority Phase Four Remaining debris activities necessary to restore the county to pre-disaster condition.
 - e. All activities should be documented for possible reimbursement.

C. Evaluation of Need for Phased Approach

- 1. EMA Director and/or Local EMA Damage Assessment Teams will review the extent of the disaster and relate known information about debris.
- 2. Local Jurisdictions will provide any response activities, resource needs, and debris information that they have to the Debris Coordinator.
- 3. Required actions will be prioritized by the EOC based on the four phases of debris activities as listed above.

- Mutual aid assistance from unaffected jurisdictions and from other counties will be requested whenever possible as needed.
 - a. Assistance may be available from surrounding county health departments, solid waste districts, road departments, EMA, etc..
 - b. Written agreements should be signed to clarify the terms of the assistance prior to events (See Appendix 4 Mutual Aid Agreement).

D. Determination of Appropriate Strategy for Phased Approach

- 1. The EOC / DC / DM will discuss ideas, including the pros and cons of each, and determine the appropriate course of action for each phase. Solutions will vary based on the type of debris to be addressed and the affected area, but are not limited to the following.
- 2. Debris types may include:
 - a. Woody and tree material
 - b. Household goods, including furniture, personal belongings, and appliances
 - Food waste
 - d. Utility poles and wires
 - e. Hazardous materials
 - Infectious waste
 - g. Vehicles and tires
 - h. Building materials
 - i. Animal carcasses
 - Silt and mud
- 3. Means of collection may include:
 - a. Use of authorized waste transfer or disposal facilities
 - b. Establishment of alternate or Temporary Debris Storage and Reduction (TDSR) sites
 - c. Direct pickup
 - d. Placement of dumpsters, roll off containers
- 4. Means of Reduction may include:
 - a. Segregation into debris types
 - b. Grinding and chipping
 - c. Recycling
- 5. Means of Disposal may include:
 - a. A licensed facilities
 - b. Composting
 - c. Sale or donation of reduced material
 - d. Decontamination and reuse
- Demolition of a structure rendered dangerous/unsafe may be the only option in certain instances when severe damage has occurred. This will only be recommended after all other options have been explored.
 - a. Permits for demolition are issued by Clark County Community Development.

- b. Responsibility for all costs and removal of debris from private property demolition is the responsibility of the property owner. Local jurisdictional funding, or other funds, may be available, but funding needs to be secure prior to demolition.
- c. When demolition is recommended, contracts and legal guidance will be necessary. See Appendix 12 to this annex, Demolition Checklist.
- d. For demolition of structures in the City of Springfield, refer to the City Debris Removal Plan.

E. Environmental Compliance

- 1. Following a disaster event, compliance with environmental protection laws and regulations are still required.
- 2. Federal and State Environmental Protection Agencies and the local Health Department should be consulted for applicable regulatory requirements.

F. Documentation

- 1. Documentation of debris management activities is important for potential reimbursement of costs. In addition, documentation is important to record activities performed, authorizations granted, and to develop a historical record for updating plans.
- 2. Documentation of activities is the responsibility of the local jurisdiction who's performing work, as well as those who provide oversight and direction.
- 3. FEMA has prescribed forms for use in cost recovery; however those forms can also be used as the primary form of documentation, with out the promise of recovery of funds. The EOC can assist with documentation needs, before, during and after a debris generating event (See Appendix 14, Load Ticket).
- 4. At a minimum, documentation needs to address the following:
 - a. Labor to include overtime and backfill costs
 - b. Equipment and rental fees
 - c. Material costs to include receipt/invoices of in-stock materials as well as those needed to supplement activities
 - d. Mutual-aid agreement expenses
 - e. Use of volunteered resources to include tracking their hours
 - f. Administrative expenses
 - g. Disposal costs
 - h. Load tickets; for types of debris collected, amounts of each type, and location of origin
 - i. Copies of any new contract(s) specific to the project.
- 5. It is recommended that pictures, videos, and measurements also be taken whenever possible.
 - a. Example: If you have a large woody debris pile measure approximate length, width, and height for record keeping purposes.
 - b. Taking pictures/videos of sites prior to use, as they are being used, and after cleanup is complete is highly recommended.
- 6. The following FEMA forms are available in Public Assistance Debris Management Guide P-325 appendices from FEMA. This information is also available online at www.fema.gov . Reference Appendix 3.
 - a. Force Account Labor Summary Record
 - b. Applicant's Benefits Calculation Worksheet
 - c. Force Account Equipment Summary Record
 - d. Contract Work Summary Record

- e. Materials Summary Record
- f. Project Worksheet Photo Sheet
- 7. Failure to document eligible work and costs may jeopardize Public Assistance grants.

G. Types of Contracts

- 1. Contracting procedures must comply with Federal, State, and local procurement standards.
- 2. The following types of contracts may be used in conducting debris management operations.
 - a. Time and Material: Under a time and material contract, the contractor is paid on the basis of time spent and resources utilized in accomplishing debris management tasks. The Federal Emergency Management Agency policy requires that the use of time and material contracts be limited to the first 70 work hours following a disaster event (See Appendix 6, Time and Materials Contract).
 - b. Lump Sum: A lump sum contract establishes a total price using a one item bid from a contractor. It should be used only when a scope of work is clearly defined, with areas of work and quantities of material clearly identified (See Appendix 7, Lump Sum Contract). Lump sum contracts can be defined in one of two ways:
 - 1) Area Method, where the scope of work is based on a one time clearance of a specified area, or
 - 2) Pass Method, where the scope of work is based on a certain number of passes through a specified area, such as a given distance along a right of way.
 - c. Unit Price: A unit price contract is based on weight (tons) or volume (cubic yards) of debris hauled, and should be used when the scope of work is not well defined. It requires close monitoring of collection, transportation, and disposal to ensure that quantities are accurate. A unit price contract may be complicated by the need to segregate debris for disposal (See Appendix 8, Unit Price Contract).

Unit Price contract is preferable when available.

H. Qualified Contractors

1. The DC at the EOC will maintain a list of requirements all contractors must meet. The list does not serve as a recommendation.

I. Right-of-Entry/Hold Harmless Agreements

- 1. Disaster response activities may require entering private property to remove debris that is a threat to the health and safety of occupants.
- 2. Entry onto private property will be made only when absolutely necessary.
- 3. See Appendix 5, Sample Right-of-Entry/Hold Harmless Agreement.
 - a. The Clark County Prosecutor will provide legal counsel and review of all proposed agreements.

V. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. Organization

- 1. Debris removal operations will be divided by public and private property.
 - a. <u>Public Property/Rights-of-Way Debris Removal:</u> Debris deposited on public lands including the right-of-way will be the responsibility of local government.
 - 1) In some cases, where a health and/or safety threat exists, private property owners may move event-related debris to the public right-of-way for removal by government forces.

- 2) Government forces or volunteers may assist private property owners if necessary to remove event-related debris that poses a health and/or safety threat.
- b. Private Property Debris Removal: Debris deposited on private property is the responsibility of the property owner.
 - 1) In some cases, where a health and/or safety threat exists, private property owners may move event-related debris to the public right-of-way for removal by government forces.
 - a) Debris removal schedules will be published through local media outlets and provided to officials in affected jurisdictions for release to private individuals.
 - b) Instructions for separation of debris and steps to follow if assistance is required in getting debris to the curbside will be published with the removal schedules.
 - 2) Volunteers or voluntary groups may assist property owners.

B. Roles & Responsibilities

- 1. Agencies with primary responsibility for debris management are tasked with attending team meetings as often as practicable, participating in the planning process, and documenting of their actions.
 - a. EMA Director
 - 1) Activate and manage the EOC and JIC (Joint Information Center), as necessary
 - 2) Activate the Debris Management Plan and Coordinator, as necessary
 - 3) Update the EOC, partners and stakeholders on disaster situation and known debris issues
 - 4) Prepare and submit requests for assistance from the State of Ohio and others as needed.
 - 5) Coordinate/Perform damage assessments
 - 6) Perform resource management functions.
 - 7) Coordinate, collect and prepare records of financial transactions for reimbursement of debris removal activities
 - 8) Ensure that contracts and expenses follow FEMA guidelines
 - 9) Coordinate After Action Review
 - b. Clark County Waste Management District Director
 - 1) Serve as County Debris Coordinator for debris generating events
 - Coordinate Debris Managers in regards to contracted workers and government work forces through the County EOC
 - 3) Coordinate debris management activities with affected jurisdictions by working with local area Debris Managers through the EOC
 - 4) Prepare and submit debris calculations
 - 5) Coordinate debris management plans
 - 6) Provide monitors for temporary debris storage and reduction sites, as needed & if available
 - 7) Provide information to the County PIO for publication and distribution
 - c. Clark County Combined Health District
 - 1) Provide a representative to serve on Debris Management Planning Team
 - 2) Provide a representative to the EOC
 - 3) Provide County-wide PIO assigned to the JIC/EOC
 - 4) Assist in identification of health issues

- Inspect and coordinate appropriate actions by restaurants and grocery stores in addressing contaminated or spoiled food
- 6) Provide monitors for temporary debris storage and reduction sites, as needed & if available
- 7) Provide information about health risks and safety procedures to the team and to the PIO
- 8) Conduct health and safety inspections, and coordinate abatement activities
- d. Clark County Engineer / City of Springfield
 - 1) Provide a representative to serve on Debris Management Planning Team
 - 2) Provide a representative to the EOC
 - 3) Assess debris issues in public rights-of-way and on public roads
 - 4) Provide debris clearing personnel and equipment, as available
 - 5) Coordinate information back to EOC
- e. Officials of Affected Jurisdictions
 - 1) Provide representative to serve as Jurisdictional Debris Manager
 - 2) Clear roadways and assess debris to be collected, as possible.
 - 3) Coordinate local debris operations.
 - 4) Communicate current assessment and future needs to the EOC.
 - Distribute debris separation instructions (coordinated with county-wide PIO) and collection schedules to residents.
 - 6) Ensure that contracts and expenses follow FEMA guidelines.
 - 7) Maintain proper documentation of local expenses for purposes of possible reimbursement and historical records.
 - 8) Arrange for security at TDSRs as needed.
 - 9) Ensure easement and Hold Harmless agreements have been reviewed by designated legal council.
- 2. Secondary responsibilities apply to the following agencies or individuals. They will possibly have limited involvement in the planning process, but fill a vital role in the overall picture of debris management operations.
 - a. Clark County Commissioners
 - 1) Authorize necessary expenditures for debris operations
 - 2) Coordinate with PIO to release information to the public
 - b. Clark County Community Development
 - 1) Perform building inspections for structural integrity
 - 2) Issue rendering dangerous or unsafe notices
 - 3) Issue permits for demolition
 - c. Clark County Prosecutor / Local Legal Council
 - 1) Review insurance information and other assets to ensure benefits and resources are fully utilized
 - 2) Review easements and hold harmless agreements, and any other legal documents.
 - 3) Ensure that contracts and expenses are reviewed for legal sufficiency
 - 4) Ensure compliance with historical preservation issues
 - 5) Review any other legal documents as required
 - d. Public Information Officer

- 1) Collaborate with Debris Coordinator to release public information
- e. Private Citizens
 - 1) Follow guidance provided for separation, drop-off, and/or collection of debris
 - 2) Assist neighbors, as able
 - 3) Report dangerous debris to local law enforcement

VI.DIRECTION & CONTROL

A. Activation of the Plan

- 1. The DC will be activated and notified by the EOC when the EMA Director and/or jurisdictional officials recognize that hazardous or excessive amounts of debris will present a problem.
- 2. The DC will be a component of the EOC and will coordinate and manage debris removal operations with the local DM's.

B. Establishment of Debris Removal Priorities

- 1. When a debris-generating event occurs there is an immediate need for prioritization of actions managed at the EOC, in accordance with the outlined phased management approach in Section IV.C. of this plan.
 - a. The first priority shall include roadways that allow ingress and egress to the critical public facilities such as fire stations, police stations, hospitals, and other critical facilities.
 - b. Other essential, but perhaps not critical facilities include schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports, temporary shelters for disaster victims, etc.
 - c. The EOC will need to prioritize debris removal from roadways that allow ingress or egress to these facilities in accordance with outlined phased management approach.

VII. ADMINISTRATION & LOGISTICS

A. Temporary Debris Storage and Reduction Sites

- 1. Some specific considerations when using these types of sites include:
 - a. Location: Care should be taken in selection of TDSR sites. Land use, proximity to housing, location of the nearest water table and/or public water supply, and other factors that may impact the use of the site should be taken into account.
 - b. Operations: Monitoring receipt of debris and verifying types of debris received are critical functions for successful operation of a TDSR site. Included in the attachments to this document is a sample TDSR site layout (see Appendix 10).
 - 1) Procedures for establishing a separate staging area for household hazardous waste, to include lining with an impermeable material so chemicals do not leak into the groundwater and soil, may need to be developed.
 - c. Closeout: In order to close out a TDSR site, care should be taken to restore the site to its original condition in an environmentally friendly and timely manner. Included in the attachments to this document is a checklist for site closeout.
- 2. See Appendix 2, Debris Fact Sheet for Local Officials, TDSR Things to Consider.

B. Tracking of Resources

1. Resources can be ordered through the EOC as a single point ordering system; Resources include personnel, volunteers, equipment, etc.

- 2. Procedures for tracking resources are available in the EOC. Documentation will be a function of Clark County EMA tracking of resources, expenses, and actions taken during disasters with assistance from each jurisdiction.
- 3. The level of detail in the tracking system will be dependent upon the size and magnitude of the disaster.

C. Communication

- 1. Briefings will be conducted by or through the County EOC. The main purpose is to provide information to EOC staff, partners, and stakeholders on current and future debris management activities.
- 2. Debris Management Coordinator and Debris Managers staff should participate and provide briefings as often as able.
- 3. Debris Coordinator provides information to PIO messages for media releases.

D. Documentation

1. Evaluation of decisions made and activities performed is key to the success of future debris operations. This will be done following all debris generating exercises and events via an After Action Report (AAR) conducted by the EMA

E.Monitoring Debris Removal Activities

- 1. The Debris Managers will designate a person or persons that verifies that the following actions are taking place:
 - a. Drop off of debris that is a direct result of the disaster
 - b. Trucks hauling debris are fully loaded.
 - c. Debris pick-up areas are being managed properly
 - d. Temporary storage site activities are in accordance with this Debris Management Plan.
 - e. Verification of security and control for temporary debris storage and reduction sites
- 2. Refer to FEMA Debris Monitoring Fact Sheet 9580.203 in Public Assistance Debris Management Guide FEMA P-325, for detailed information regarding debris monitoring & documentation.

F. Direct Federal Assistance

Direct federal assistance may be available during certain incidents; however, this applies only to emergency work (debris removal and emergency protective measures) and must meet general FEMA eligibility criteria. Debris activities that are eligible for Direct Federal Assistance include:

- 1. Debris removal from critical roadways and facilities
- 2. Debris removal from curbsides or from eligible facilities and hauling to either temporary or permanent sites
- 3. Identification, design, operation, and closeout of debris management sites
- 4. Monitoring debris contractor's activities
- 5. Demolition or removal of disaster damaged structures and facilities in accordance with FEMA regulations and policies

VIII. PLAN DEVELOPMENT & MAINTENANCE

- A. The Debris Management Planning Team is responsible for updating this annex based on deficiencies identified through actual events, drills and exercises, and changes in government structure and emergency organizations.
- B. The Clark County EMA will review and evaluate this plan based on the four year emergency management plan cycle.
- C. The Clark County EMA Director will prepare, coordinate, publish and distribute necessary changes and revisions to this plan.

IX.AUTHORITIES AND REFERENCES

A. Authorities

- 1. 44 CFR (Code of Federal Regulations) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2. 44 CFR Part 206, Disaster Assistance (subparts G-L pertain to the Public Assistance Program)

B. References

- 1. Debris Management Guide, FEMA P-325, July 2007
 - a. NOTE: This guide contains many useful forms, policeis and fact sheets.
 - b. <u>For reference Appendices listing from FEMA P-325, see Appendix 3 in this Clark County Planning Document.</u>
- 2. Public Assistance Policy Digest, FEMA 321, January 2008
- 3. Public Assistance Guide, FEMA 322, June 2007
- 4. FEMA Debris Management Course (G202)

X. Appendices

A. Pages 15-48.

Appendix 1 – Signature Page of Primary and Support Agencies

Clark County Combined Health District	Date
Clark County Emergency Management Agency	 Date
Clark County Engineer	 Date
Clark County Waste Management District	Date
Board of Clark County Commissioners	

Appendix 2 – Debris Fact Sheet for Local Officials

DEBRIS FACT SHEET FOR LOCAL OFFICIALS







The information contained within this document is intended to assist local officials responsible for all or a portion of the issues relating to managing all types of waste ("debris") resulting from a disaster or significant emergency. Removal, reduction, recycling, temporary sites, contracting and disposal data as well as points of contact are included in the following pages.

The Ohio Environmental Protection Agency (EPA) and Ohio Emergency Management Agency (EMA) are two state agencies that have primary responsibilities to respond to disasters. Disasters can generate a significant amount of debris and can disrupt local government operations in general. Their roles and day-to-day points of contact are detailed below.

Local Governments

Local health departments may be able to provide technical assistance regarding debris management and public health issues. Local health departments may also have primary responsibility during a disaster in the regulatory oversight for proper management of debris. Of particular concern for public health and safety is the management and proper disposal of debris created by a disaster or by demolition, yard waste, household hazardous waste, food stuffs, and spoiled food.

Ohio Environmental Protection Agency (www.epa.state.oh.us/dsiwm)

Division of Solid and Infectious Waste Management, Central Office 50 West Town Street, Suite 700, Columbus, OH 43215 Phone (614) 644-2621 Fax (614) 728-5315

Primary responsibility during a disaster is regulatory oversight for proper management of debris. This is accomplished by providing rule interpretations (regulatory requirements), technical assistance/coordination regarding temporary staging, collection, removal and disposal of debris, and resource lists.

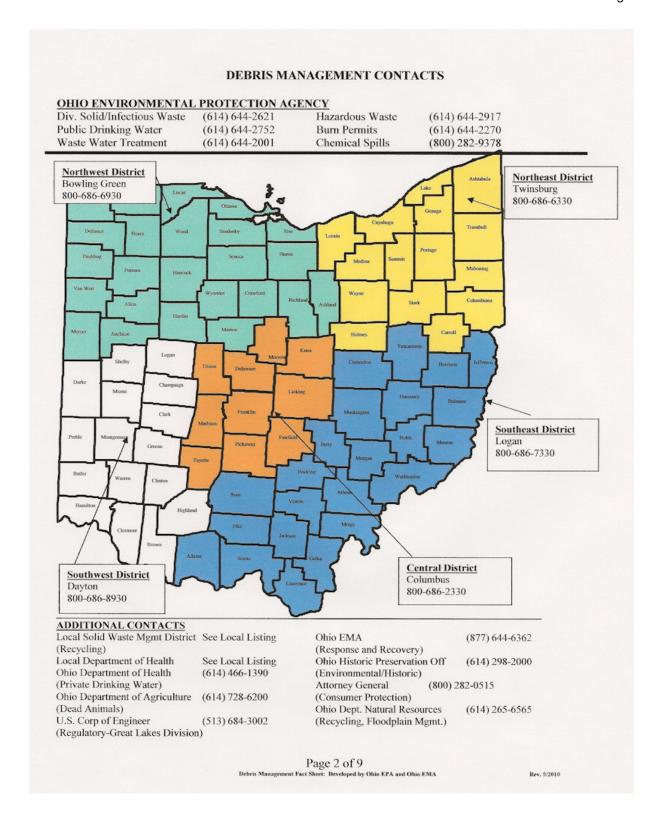
Ohio Emergency Management Agency (www.ema.ohio.gov)

Disaster Recovery Branch 2855 West Dublin Granville Road, Columbus, OH 43235 Phone (614) 799-3665 Fax (614) 791-0018

Primary responsibility is coordination of state assistance, through County Emergency Management Agency offices, to support the efforts of local officials following disasters. The Disaster Recovery Branch administers reimbursement programs for costs associated with local response/recovery actions, including debris operations.

Page 2	Contact List	Page 5	Ohio EPA Resources
Page 3	Management Options Chart	Page 6	Contracting and FEMA Eligibility
Page 4	Temporary Debris Sites		

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Debris Management Fact Sheet: Developed by Ohio EPA and Ohio EM/



Ohio Environmental Protection Agency - Management Options for Disaster Related Wastes

Type of Waste	Description of Waste	Management Options
General Solid Waste	Food, packaging, clothing, appliances, furniture, machinery, electronic equipment, garbage, plastic, paper, bottles, cans, loose carpeting, paper products, scrap tires, street dirt, dead animals, vehicles	Recycling: segregate / recycle as much as possible (preferred) MSW Landfill Disposal MSW Transfer Facility Disposal MSW Transfer Facility Disposal
(aka Municipal Solid Waste)	Sand Bag Note: Sand from sand bags used to control flooding may be emptied from the bags and reused. The empty bags, if not reused, are considered solid waste. Sand contaminated with other materials (hazardous, etc.) should be handled appropriately.	 Scrap Tres: licensed tre recovery / recycling racinty Appliances: remove refrigerants prior to disposal Vehicles: auto safvage yards Dead Animals: landfill, compost, burn / bury / render (per Ohio Dept. of Ag. Guidelines)
Agricultural Waste & Vegetative Waste (aka Solid Waste)	Vegetative or woody waste, tree limbs, brush, shrubs (does not include buildings, other structures, dead animals, or vehicles)	Recycling: drying, chipping, grinding for use in landscaping, mulching, and as a fuel supplement (preferred) MSW Landfills Disposal MSW Transfer Facility Disposal Appropriate Composting Facilities Controlled Burning — for use in declared disaster areas only; air curtain destructor use and Ohio EPA approval required
Construction & Demolition Debris (CDD)	Brick, stone, mortar, asphalt, lumber, wallboard, glass, roofing, metal, piping, fixtures, electrical wiring, heating equipment, insulation, carpeting attached to structures, railroad ties, utility poles, mobile homes	Recycling: segregate and reuse as much materials as possible CDD Landfill Disposal MSW Landfill Disposal MSW Transfer Facility Disposal Mobile Homes: take to salvage company or CDD landfill
Clean Hard Fill (a subset of CDD)	CDD which consists only of reinforced or non-reinforced concrete, asphalt concrete, brick, block, tile, and stone which can be reused as construction or fill material	Segregate and reuse materials as appropriate. Notify local health district of intent to use clean hard fill in filling operations
Infectious Waste	Needles and medical related glass ("sharps"), syringes, blood containing or saturated items including tubing, clothing, bandages, etc.	Contact local health district or Ohio EPA District Office for guidance
Hazardous Wastes & Household Hazardous Wastes	Flammable materials (fuels, gasoline, kerosene, propane tanks, oxygen bottles, etc.), explosives, batteries, common household chemicals, industrial and agricultural chemicals, cleaners, solvents, fertilizers, etc.	 Segregate materials as practical and dispose of at an approved hazardous waste facility. Contact appropriate Ohio EPA District Office for guidance. Household hazardous waste disposal is permitted at MSW facilities. However, strongly consider segregation from waste stream, where practical, and dispose of with other hazardous materials.
Radiological Wastes	Nuclear medicine materials and associated patient wastes, certain monitoring equipment	 Contact Ohio Department of Health for regulatory requirements and management options. Not regulated by Ohio EPA.

Variances / Exemptions; All regulated disposal facilities in Ohio have operational requirements / restrictions regarding the types and volume of waste that can be accepted for disposal. During emergency events, a facility may seek authorization from the Director of Ohio EPA to temporarily accept different waste streams or an increased volume of waste. Before taking disaster-related debris to a disposal facility, please make sure that the facility is willing and properly authorized to accept the

Stream Cleanup Activities: Prior to removing debris from streams and waterways, please make sure you have the appropriate authorizations, if necessary (permits from COE and/or Ohio EPA, property owner permission, etc.). Once debris is removed from the streams / waterways segregate the debris as much as possible and manage according to the above outlined options.

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Temporary Debris Sites

Things to Consider

- Site Ownership Use public lands whenever possible to avoid potentially costly and
 complicated leasing arrangements, and to lessen potential trespassing allegations. Use
 privately owned land only if no public sites are available. If using private lands, be sure
 to obtain proper, detailed usage agreements with all parties having an ownership interest.
- Site Location
 - o Consider impact of noise, dust, traffic
 - o Consider pre-existing site conditions
 - Look for good ingress/egress at site
 - o Consider paved versus unpaved areas
 - o Consider potential impact on ground water
 - Determine whether any existing drains need to be sealed
 - Consider site size based on:
 - Expected volume of debris to be collected
 - Planned volume reduction and debris processing activities
 - Avoid environmentally sensitive areas, such as:
 - Wetlands
 - Rare and critical animals or plant species
 - Well fields and surface water supplies
 - Historical / archaeological sites
 - Sites near residential areas, schools, churches, hospitals, and other sensitive areas
 - Record detailed conditions of chosen site (pictures, video, etc.)
- · Site Operations
 - Use portable containers
 - o Ensure portable containers are emptied/replaced when necessary
 - o Separate types of waste as operations continue
 - Monitor site at all times
 - Perform on-going volume reduction (on site or removal for disposal / reduction)
 - Provide nuisance management (dust, noise, etc.)
 - o Provide vector controls (rats, insects, etc.)
 - o Provide special handling for regulated hazardous materials
 - o If household hazardous waste is segregated, ensure disposal options exist
 - Provide security (limit access to site)
 - o Ensure appropriate equipment is available for site operations
- Site Closeout
 - Remove all remaining debris to authorized locations
 - o Restore site to pre-use conditions
 - o Record detailed conditions of site after closeout is complete (pictures, video, etc.)

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Ohio Environmental Protection Agency Resources

The following documents are available for download from the Ohio EPA Website or by contacting the appropriate Ohio EPA division.

- Ohio EPA Registered and/or Licensed Debris Disposal Facility and Company Listings -DSIWM
 - Composting Facilities
 - o Construction and Demolition Debris Landfills
 - o Infectious Waste Transporters
 - o Municipal Solid Waste Landfills
 - Municipal Solid Waste Transfer Facilities
 - o Scrap Tire Storage and Disposal Facilities
 - Scrap Tire Transporters
 - o Solid Waste Management District Contacts
- · Emergency Response Contractors DERR
- Orphan Drum Program DERR
- Open Burning Regulations DAPC
- Ohio EPA District Office Map and Contact Numbers (included with this fact sheet)

Ohio EPA Division of Solid & Infectious Waste Management (DSIWM)

www.epa.state.oh.us/dsiwm (614) 644-2621

Ohio EPA Division of Emergency & Remedial Response (DERR)

www.epa.state.oh.us/derr (614) 644-2924

Ohio EPA Division of Air Pollution Control

www.epa.state.oh.us/dapc (614) 644-2270

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CONTRACTING AND FEMA ELIGIBILITY

GENERAL WORK ELIGIBILITY

Under a presidential disaster declaration for the state of Ohio, the Federal Emergency Management Agency (FEMA) may provide assistance to state and local governments for costs associated with debris removal operations. Debris removal operations include collection; pick up, hauling, and storage at a temporary site, segregation, reduction, and final disposal. This document provides information on the eligibility of debris removal operations for Public Assistance (PA) funding.

Determination of eligibility is a FEMA responsibility. Removal and disposal of debris that is a result of the disaster, is within a declared county and is on public property, is eligible for federal assistance. Public property includes roads and publicly-owned facilities. Removal of debris from parks and recreation areas is eligible when it affects improved facilities (i.e. trails), affects public health and safety or limits the use of those facilities.

Debris Removal from Private Property: Costs incurred by local governments to remove debris from private property may be reimbursed by FEMA if it is pre-approved by the Federal Disaster Recovery Manager, is a public health and safety hazard, and if the work if performed by an eligible PA applicant, such as a municipal or county government. The cost of debris removal by private individuals is not eligible under the Public Assistance Program; however, during a specific time period, a private property owner may move disaster-related debris to the curbside for pick up by an eligible PA applicant. Applicants should set the specific period of time to ensure curbside debris does not include non-event related or reconstruction debris (ineligible).

Eligible Costs: If an applicant uses force account (their own) personnel and equipment, the cost of the equipment and overtime costs for personnel are eligible for federal funding. If an applicant chooses to award a contract(s) for debris operations, the costs of the contracts are also eligible for federal funding, as long as the contract is reasonable.

Documentation: To ensure that processing of federal funding is done as quickly as possible, applicants should maintain the following information: debris estimates, procurement Information (bid requests, bid tabulations, etc.), contracts, invoices, and monitoring information (load tickets, scale records, etc). If an applicant performs debris removal, the payroll and equipment hours must be kept. All records should be maintained in the manner prescribed by the local government with consideration of state and federal record retention guidelines.

CONTRACTING FOR DEBRIS REMOVAL

Procurement

- Determine the type of contracting needed to satisfy specific debris clearance, removal and disposal requirements of an unusual and compelling urgency;
- Ensure adherence to state and local procurement guidance;
- Determine if any purchasing and contracting requirements are waived as a result of the disaster and subsequent declarations of emergency (see Ohio Revised Code 125.023 and/or 44 CFR 13.36(d)(4));

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- To ensure federal reimbursement, applicants should follow FEMA requirements for
 procurement, 44 CFR Part 13.36. FEMA requires that the procurement process allow for
 competition and reasonable cost. To show competition, applicants should at a minimum solicit
 three quotes (projects under \$100,000) or formally bid (advertise) the work. Reasonable costs
 are those that are fair and equitable for the type of work performed in the affected area. To show
 reasonable cost, the applicants should be able to document a base amount to which they
 compared the awarded bid;
- Solicit bids, evaluate offers, award contracts, and issue notices to proceed with all contract
 assignments. (See pg 8 of this document for debarred/suspended contractor information);
- Supervise the full acquisition process for service and supply contracts and the oversight of contract actions to ensure conformance to regulatory requirements;
- Coordinate with the local Department of Public Works and Department of Solid Waste Management staffs and consult with legal counsel. The contracting office must take care to avoid the solicitation of assistance from the general public and giving the impression that compensation will be provided for such assistance. In general, this would be considered as volunteer actions. In addition, there are a number of other issues involved with such a solicitation, including licensing, bonding, insurance, the potential for the communities to incur liability in the event of injury or fatality, supervision and certification of work done;
- Please see the Ohio Revised Code, Sections 125.023, 307.86.92, 153.54, 153.57, 2921.01, and 2921.42 and supplementary rules and local ordinances for additional information pertaining to competitive bidding.
- FEMA recommends use of pre-drafted contracts or pre-event contracts so long as they follow
 procurements requirements as outlined in 44 CFR Part 13.36 and also recommends prequalifying contractors to expedite the bid process.

Unit Price Contracts

- Based on weights (tons) or volume (cubic yards) of debris hauled, and should be used when the scope of work is not well defined;
- They require close monitoring of pick up, hauling and dumping to ensure that quantities are accurate;
- Unit price contracts may be complicated by the need to segregate debris for disposal.

Lump Sum Contracts

- Establishes the total contract price using a one-item bid from the contractor;
- Should only be used when the scope of work is clearly defined, with areas of work and quantities
 of material clearly identified;
- These contracts can be defined in one of two ways: Area Method where the scope of work is based on a one-time clearance of a specified area and Pass Method where the scope of work is based on a certain number of passes through a specified area, such as a given distance along a right-of-way.

Time and Materials Contracts (T/M)

- This is a administratively labor intensive type of contract and should only be used if the applicant
 has the administrative resources to successfully accomplish and document the monitoring aspect;
- May be used for short periods of time immediately after the disaster to mobilize contractors for emergency removal efforts (generally FEMA accepts these contracts for the first 70 hours).

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Applicants should move towards either Unit Price or Lump Sum contract as soon as possible after the beginning of debris removal operations;

- If T/M contracts are determined by the applicant to be the most cost-effective and well-suited to
 the type of work, they may be continued beyond the initial 70 hour period if the following
 applies:
 - A determination was made and documented that no other contract was suitable and a ceiling price was included;
 - The applicant can document monitoring of contractor activities. This includes but is not limited to monitoring load tickets or completion of daily reporting forms and requesting backup to contractor invoices (i.e. time cards, etc.).
- T/M contracts <u>must</u> have a dollar ceiling or a not-to-exceed limit for hours (or both), and should be terminated immediately when this limit is reached;
- The contract should (a) detail labor costs to include job classification, skill level and hourly rate,
 (b) the price for labor and equipment applies only when in operation,
 (c) cost for equipment includes fuel and maintenance,
 (d) the community reserves the right to terminate the contract at its convenience,
 and
 the community does not guarantee a minimum number of hours.

Contract Monitoring

An employee or contractor should monitor the contractor's activities to ensure satisfactory performance. Monitoring includes: verification that all debris picked up is a direct result of the disaster; measurement and inspection of trucks to ensure they are fully loaded; on-site inspection of pick up areas, debris traffic routes, temporary storage sites, and disposal areas; verification that the contractor is working in its assigned contract areas; verification that all debris reduction and disposal sites have access control and security.

Contracting Do-Nots: FEMA does not recommend, pre-approve, or certify any debris contractor. FEMA does not certify or credential personnel other than official employees and Technical Assistance Contract personnel assigned to the disaster by FEMA. Additional, only FEMA has the authority to make eligibility determinations, not contractors. Finally, do not accept contractor-provided contracts without close review. FEMA /Ohio EMA can provide technical assistance on contracts and contract procedures, if requested to do so by local officials.

Ineligible Contracts: FEMA will not provide funding for cost-plus-percentage of cost contracts (including markups), contracts contingent upon receipt of state or federal disaster assistance funding, or contracts awarded to debarred or suspended contractors.

See www.epls.gov (federal-list) and http://www.sos.state.oh.us/SOS/recordsindexes.aspx (state-list) for debarred contractor information. A second site for suspended contractors is http://www.auditor.state.oh.us/resources/findings/default.htm.

ENVIRONMENTAL CONSIDERATIONS

Federal, State and local regulations, laws and ordinances need to be addressed and followed for all environmental and historic preservation issues. Examples of how these considerations could affect reimbursement for debris removal operations:

 Executive Order 11988, Floodplain Management: Temporary storage sites should not be in the floodplain;

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- Executive Order 12898, Environmental Justice: Do not purposefully choose routes to disposal sites that avoid more affluent neighborhoods over minority or low-income neighborhoods;
- Clean Water Act: Temporary storage sites not located within ¼ mile from ground or surface water supply.
- Ohio EPA: There was no burning of debris unless expressly authorized by the Director of Ohio EPA.

OTHER FEDERAL AGENCIES

Debris removal on federal highways is <u>not</u> eligible under the FEMA Public Assistance Program except in very limited circumstances.

DEBRIS REMOVAL FROM WATERWAYS

If an applicant has debris (obstructions to include sunken vessels) generated by an event within waterways, FEMA has very specific eligibility criteria. Please see FEMA policy http://www.fema.gov/government/grant/pa/9523_5.shtm for additional information or contact Ohio EMA directly.

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Appendix 3 – Appendices from FEMA P-325 Debris Management Guide

NOTE: This is Appendices listing from FEMA P-325 Debris Management Guide. These Appendices are NOT included in this plan. This is for reference.

Appendices

Appendix A - Debris Management Plan Outline

Appendix B - USACE Hurricane Debris Estimating Model

Appendix C - FEMA Forms

FF90-123 Force Account Labor Summary Record
FF90-128 Applicant's Benefits Calculation Worksheet
FF90-127 Force Account Equipment Summary Record
FF90-125 Rented Equipment Summary Record
FF90-126 Contract Work Summary Record
FF90-124 Materials Summary Record
FF90-91D Project Worksheet - Photo Sheet

Appendix D - Sample Monitoring Forms

Load Ticket Tower Monitor Log Roving Monitor Report Daily Issue Log Truck Certification Form

Appendix E - Debris Collection and Management Site Hazard Analysis

Appendix F - Demolition Checklist

Appendix G - FEMA Policies and Fact Sheets

FEMA DAP9523.4	Demolition of Private Structures
FEMA DAP9523.11	Hazardous Stump Extraction and Removal Eligibility
FEMA RP9523.12	Debris Operations - Hand-Loaded Trucks and Trailers
FEMA DAP9523.13	Debris Removal from Private Property
FEMA RP9524.3	Policy for Rehabilitation Assistance for
	Levees and Other Flood Control Works - Decision Tree
FEMA RP9525.7	Labor Costs – Emergency Work
FEMA RP9580.4	Fact Sheet: Debris Operations -
	Clarification: Emergency Contracting vs. Emergency Work
FEMA RP9580.201	Fact Sheet: Debris Removal – Applicant's Contracting Checklist
FEMA RP9580.202	Fact Sheet: Debris Removal – Authorities of Federal Agencies

FEMA 325, Public Assistance Debris Management Guide

FEMA DAP9580.203 Fact Sheet: Debris Monitoring

Appendix 4 — Mutual Aid Agreement

Mutual Aid Agreement			
THIS AGREEMENT, entered into thisday ofby the participating parties hereto:			
WHEREAS, each of the parties hereto desires to furnish mutual aid to each other in the event of a disaster, for which neither party might have sufficient equipment or personnel to cope, and,			
WHEREAS, such a mutual aid agreements are authorized by (Site Statutory Agency).			
NOW THEREFORE, the parties do mutually agree as follows:			
ARTICLE I - TERM			
This agreement shall commence at 12:01 a.m. on, and continue through, subject to the right of each party to terminate sooner as provided herein.			

ARTICLE II - SERVICES

In the event of a disaster that requires aid of equipment and personnel beyond that which each party is able to provide for itself, all parties hereto agree that at the request of any party Hereto the others will loan such equipment and personnel as the respective officials of the lending jurisdiction, in their discretion, shall determine can be reasonably spared at the time without placing their own community in jeopardy.

Since time is of the essence during emergencies as herein referred to, the authority to dispatch equipment and personnel or call for in accordance with the terms and conditions of this agreement shall be delegated specifically to the chief official or acting chief official of the parties hereto.

The lending party shall be responsible for the delivery of said equipment and personnel to the location specified by requesting party.

Upon arrival at said location, the officer in charge of the said equipment and personnel shall report to the officer in charge at the location of the disaster, who shall assume full charge of all operations at a disaster or emergency location.

All equipment and personnel loaned hereunder shall be returned upon demand of the lending party or when released by the requesting party upon the cessation of the emergency.

ARTICLE III - PAYMENT

No charge shall be assessed for services rendered by any party hereto.

ARTICLE IV - WAIVER OF CLAIMS

Each party hereto hereby waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of either party, their agents, or employees hereunder.

ARTICLE V-TERMINATION

This Agreement may be terminated by either party upon at least thirty days prior written notice to the other.

ARTICLE VI - INTEGRATION

Official

This Agreement contains the entire understanding between the parties, and there are no understandings or representations not set fourth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing signed by the parties.

ARTICLE VII - COMPLIANCE WITH LAWS

ARTICLE VIII - SIGNATURES OF AGREEING OFFICIALS

In the performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations.

Official

Official Official

Appendix 5 — Right of Entry Agreement

Right of Entry Agreement			
	, the owner(s) of the property commonly		
Identified as(Street)	(City/town)		
(Silest)	State of Ohio		
(Township)	, State of Ohio (County)		
do hereby grant and give freely and without coercion, its agencies, con clearing any or all storm-generated debris of whate	on, the right of access and entry to said property in the County/City of itractors, and subcontractors thereof, for the purpose of removing and		
warrants to hold-harmless the City/County of subcontractors, for damage of any type, whatsoeve and hereby release, discharge, and waive any action	ation to perform debris clearance. The undersigned agrees and		
sources including Small Business Administration, Nand family grant program or any other public assist	not) receive any compensation for debris removal from any other National Resource Conservation Service, private insurance, individual tance program. I will report for this property any insurance settlements in performed at government expense. For the considerations and		
Witness	Owner		
	Owner Telephone Number and Address		

Appendix 6 — Time and Materials Contract

Time and Materials Contract			
ARTICLE 1: Agreement Between Parties			
This contract is entered into on thisday of, 20, by and between the city/county of, hereinafter called the ENTITY and, hereinafter called the CONTRACTOR.			
ARTICLE 2: Scope of Work			
This contract is issued pursuant to the Solicitation and Procurement on, 20 , for the removal of debris caused by the sudden natural or man-made disaster of to , 20 . It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area.			
ARTICLE 3: Schedule of Work			
Time is of the essence for this debris removal contract.			
Notice to proceed with Work: The work under this contact will commence on, 20 The equipment shall be used for (recommended not to exceed 70) hours, unless the ENTITY initiates additions or deletions by written change order. Based upon unit prices of equipment and labor, no minimum or maximum number of hours is guaranteed.			
ARTICLE 4: Contract Price			
The hourly rates for performing the work stipulated in the contract, documents, which have been transposed from the low bidder's bid schedule, are as follows:			
Equipment/Machine/Operator Mobilization/Demobilization Cost Hourly Rate			
Manufacturer, Model, and Total unit rate shall be given which includes maintenance, fuel, overhead, profit, and other associated cost with the equipment.			
Estimated Cost per unit of material. Only actual invoice amounts will be paid.			
Labor man-hours shall include protective clothing, fringe benefits, hand tools, supervision, transportation, and any other costs.			

ARTICLE 5: Payment

The ENTITY shall pay the Contractor for mobilization and demobilization if the Notice to Proceed is issued and will pay for only the Time that the equipment and manpower is actually being used in accomplishing the work. The Contractor shall be paid within days of the receipt of a pay estimate and verification of work by the inspector.

ARTICLE 6: Claims

Not Applicable

ARTICLE 7: Contractor's Obligations

The Contractor shall supervise accomplishment of the work effort directed by labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, liability insurance, taxes, and fees necessary to perform under the terms of the contract.

Caution and care must be exercised by the Contractor not to cause any additional damage to sidewalks, roads, buildings, and other permanent fixtures.

ARTICLE 8: Insurance and Bonds

The Entity's representative(s) shall furnish all information necessary for commencement of the Work and direct the Work effort. Costs of construction permits, disposal sites and authority approvals will be home borne by the Entity. A representative will be designated by the Entity for inspection the work and answering any on-site questions. This representative shall furnish the Contract daily inspection reports including work accomplished and certification of hours worked.

The Entity shall designate the public and private property areas where the work is to be performed. Copies of complete "Right of Entry" forms, where they are required by State or local law for private property shall be furnished to the contractor by the Entity. The Entity shall hold-harmless and indemnify the Contractor and his employees against any liability for any and all claims, suits, judgments, and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are the result of negligence on the part of the Contractor.

The Entity will terminate the contract for failure to perform or default by the Contractor.

ARTICLE 9: Insurance and Bonds

The Contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personnel Injury, etc, as deemed necessary by the Entity).

Surety: The Contractor shall deliver so the Entity fully executed Performance and Payment Bonds in the amount of 100% of the contract amount, if required by the specifications, general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the costs of which will be included in the base bid.

ARTICLE 10: Contractor Qualifications

The Contractor must be duly licensed in the State per statutory requirements.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

Entity (County, City, Village, To	ownship)		
ByPrincipal of the firm	Seal	byContractor	Seal
		Address	
		City & State	

Appendix 7 — Lump Sum Contract

Lump Sum Contract for Debris Removal ARTICLE 1: Agreement Between Parties This contract is made and entered into on this __day of _____, 20____, by and between the city/county of _____, hereinafter called the ENTITY and _____ herein after called the CONTRACTOR. ARTICLE 2: Scope of Work This contract is issued pursuant to the Solicitation and Procurement on ______, 20_, for the removal of debris caused by the sudden natural or manmade disaster of ______ to ____ ______, 20____. It is the intent of this contract to provide equipment and manpower to remove all hazards to life and property in the affected communities. Clean up, demolition, and removal will be limited to 1) that which is determined to be in the interest of public safety and 2) that which is considered essential to the economic recovery of the affected area. ARTICLE 3: Schedule of Work Time is of the essence for this debris removal contract. Notice to proceed with the Work: The Work under this contract will commence on _____ ______, 20_____. Maximum allowable time for completion will be ______ calendar days, unless the Entity initiates additions or deletions by written change order. If the Contractor does not complete Work within the allotted time, liquidated damages will be assessed in the amount of _____ per day. ARTICLE 4: Contract Price The lump sum price for performing the work stipulated in the contract document is.

ARTICLE 5:

Payment

ARTICLE 6: Change Orders

If the scope of work is changed by the Entity, the change in price and contract time will be promptly negotiated by the parties, prior to commencement of work.

ARTICLE 7:

Contractor's Obligations

The Contractor shall supervise and direct the Work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and fees necessary to perform under the terms of the contract.

Any unusual, concealed, or changed conditions are to be immediately reported to the Entity. The Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, building, and other permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

ARTICLE 8:

Entity's Obligations

The Entity's representative(s) shall furnish all information, documents, and utility locations, necessary for commencement of Work. Costs of construction permits and authority approvals will be borne by the Entity. A representative will be designated by the Entity for inspecting the work and answering on-site questions.

The Entity shall designate the public and private property areas where the disaster mitigation work is to be performed. Copies of complete "Right of Entry" forms, where they are required by the State and local law for private property, shall be furnished to the Contractor by the Entity. The Entity shall hold harmless and indemnify the Contractor judgments and awards alleged to have been caused by services rendered under this contract for disaster relief work unless such claims are caused by the gross negligence of the Contractor, his subcontractors or his employees.

ARTICLE 9:

Claims

If the Contractor wishes to make a claim for additional compensation, for work or materials is not clearly covered in the contract, or nor ordered by the Entity as a modification to the contract, he/she shall notify the Entity in writing. The Contractor and the Entity will negotiate the amount of adjustment promptly; however, if no agreement is reached, a binding settlement will be determined by a third party acceptable to both Entity and Contractor under the sections of applicable State law.

ARTICLE 10:

Insurance and Bonds

The contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personal injury, etc. as deemed necessary by the Entity).

Surety: The Contractor shall deliver to the Entity fully executed Performance and Payment Bonds in the amount 100% of the contract amount, if required by the specifications, or general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the cost of which will be included in the base bid.

ARTICLE 11:

Contractor Qualifications

The Contractor must be duly licensed in the State per statutory requirements.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

Ву	Seal
Contractor	
Address	
City & State	
Entity (County, City, Village, Township)	
Ву	_ Seal
Principal of the Firm	

Appendix 8 —Unit Price Contract

	Unit Price C	ontract for Debris Removal	
		ARTICLE 1:	
	Agree	ment Between Parties	
	is made and entered into on this the Illed the ENTITY and		
		ARTICLE 2:	
		Scope of Work	
debris caused , 20 property in the	is issued pursuant to the Solicitation and by the sudden natural or man-made-di It is the intent of this contract to proper affected communities. Clean up, demotest of public safety and 2) that which is	saster of	to ver to remove all hazards to life and mited to 1) that which is determined to
		ARTICLE 3:	
	5	Schedule of Work	
Time is of the	essence for this debris removal contract	ct.	
Calendar days	teed with the Work: The work under this, 20 Maximum allowable time for sunless the Entity initiates additions or ne will be equitably negotiated by both process/calendar day for any days	or the completion will be deletions by written charge o oursuant to applicable State Is	rder. Subsequent changes in cost and aw. Liquidated damages shall be
		ARTICLE 4:	
		Contract Price	
	s for performing the work stipulated in the chedule are as follows:	he contract documents, which	n have been transposed from the low
Quantity	Unit of Measure Description	Unit Cost	Total
		Subtotal	
		Cost of Bond	
		Grand Total	

*Debris shall be classified as one of the following units: cubic yards, each, square foot, linear foot, gallon, or an approved unit measure applicable to the specific material to be removed.

ARTICLE 5:

Payment

The Contractor shall submit certified pay request for completed work. The Entity shall have 10 calendar days to approve
or disapprove the pay request. The Entity shall pay the Contractor for his performance under the contract within 20 days
of approval of the pay estimate. On contracts over 30 days in duration, the Entity shall pay the Contractor a pro-rata
percentage of the contract amount on a monthly basis based on the amount of work completed and approved in the
month. The Entity will remunerate the Contractor within 30 days of the approved application for payment. After which
interest will be added at a rate of per annum. Payments shall be subject to a retainage of
on each payment. Retainage shall be released upon substantial completion of the work.
Funding for this contract is authorized pursuant to Public Law of the State of Ohio,
, and, local statute or ordinance.
ARTICLE 6:

If the Contractor wishes to make a claim for additional compensation, for work or materials not clearly covered in the contract, or not ordered by the Entity as a modification to the contract. He/she shall notify the Entity in writing. The Contractor and the Entity will negotiate the amount of adjustment promptly; however, if no agreement is reached a binding settlement will be determined by a third party acceptable so both Entity and Contractor under the auspices of applicable State law.

Claims

ARTICLE 7:

Contractors Obligations

The Contractor shall supervise and direct the Work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, equipment, personnel, taxes, and fees necessary to perform under the terms of the contract.

Any unusual, concealed, or changed conditions are to be immediately reported to the Entity. The Contractor shall be responsible for the protection of existing utilities, sidewalks, roads, buildings, and other permanent fixtures. Any unnecessary damage will be repaired at the Contractor's expense.

ARTICLE 8:

Entity's Obligations

The Entity's representative(s) shall furnish all information, documents, and utility locations for necessary for commencement of Work. Costs of construction permits and authority approvals will be borne by the Entity. A representative will be designated by the Entity for inspecting the work and answering and on-site questions.

The Entity shall designate the public and private property areas where the disaster mitigation work is to be performed. Copies of "Right of Entry" forms, as required by State laws for private property, shall be furnished to the Contractor by the Entity. The Entity shall hold harmless and indemnify the Contractor judgments and awards alleged to have been caused

by services rendered under this contract for disaster relief work unless such claims are caused by the gross negligence of the Contractor, his/her subcontractors, or his/her employees.

The Entity will terminate this contract for failure to perform as specified, or for default by the Contractor.

ARTICLE 9:

Insurance and Bonds

The contractor shall furnish proof of Worker's Compensation Coverage, Automobile Liability Coverage, and Comprehensive General Liability Insurance (Premises-Operations, Personal Injury, etc...as deemed necessary by the Entity).

Surety: The contractor shall deliver to the Entity fully executed Performance and Payment Bonds in the amount of 100% of the contract amount, if required by the specifications, or general or special conditions of the contract. The Entity will reimburse the Contractor for the costs of the bonds, the cost of which will be included in the base bid.

ARTICLE 10:

Contractor Qualifications

The contractor must be fully licensed in the State of Ohio.

THIS CONTRACT IS DULY SIGNED BY ALL PARTIES HERETO:

by	_ Seal
Contractor	
Address	
City, State	
Entity (City, County, Township, Village,	etc.)
by	_ Seal
Principal of the firm	

Appendix 9 — Emergency Debris Management Certification

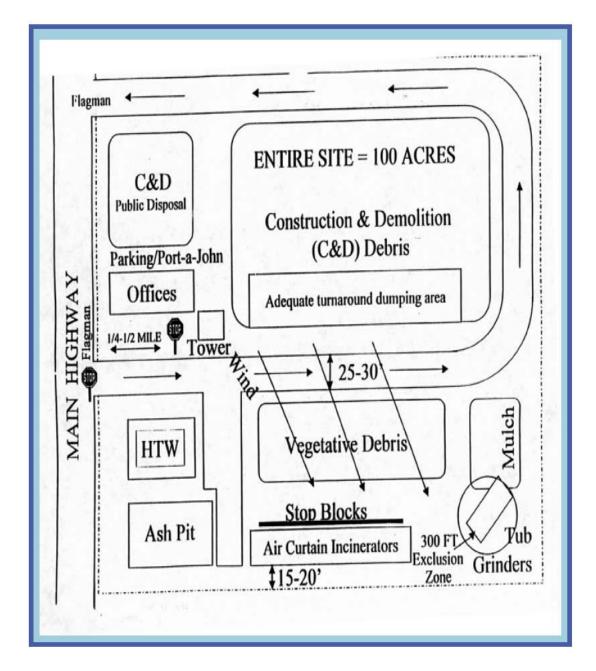
Emergency Debris Management Certification Form

		FEMA-1805-DR-OH	
Agency	, state, and local environme 's Environmental and Histor	ntal regulations. Completion of this form wil	nanagement activities which require compliance with all il facilitate the Federal Emergency Management The Ohio Environmental Protection Agency a Permitted landfill.
Applica	nt (Agency):		
Address	s:	City:	Zip Code:
Telepho	one #:	Fax #:	County:
Ohio E	PA approves of the wo	ody debris management methods be	low. Please check all method(s) used:
000	Chipping or reduction on s Stockpiling at a site previous	ite and returning to the place of generation. ite and leaving for local residents to recycle usly approved by the Ohio EPA. waste landfills, transfer facilities, or composi	and/or use for firewood. ting facilities registered or licensed by OEPA (Identify
	Working with private timbe Emerald Ash Borer quaran Other:	or lumber companies so that debris can be tine).	e processed for reuse (in compliance with ODA
	COMPLETE THE REMAIN	DER OF THE FORM TO DOCUMENT COM	PRIOR TO REDUCTION OR DISPOSAL IPLIANCE WITH FEDERAL AND STATE LAWS
		ess	
GPS La	t-Long	Directions	s to Site:
		Directions	
	Re	quirements for Emergency Woody Documents for Emergency Woody Documental requirements	ebris Staging Sites ts may jeopardize funding.
	original Flood Insurance Ra Area Map prepared by the of any 100 year floodplain of Located at least ¼ mile from	ate Map prepared by the Federal Emergence	or around)
	Provisions are in place to e (PCB) wastes or regulated	nsure that regulated hazardous waste, radio infectious wastes are excluded.	oactive waste, regulated polychlorinated biphenyls
	All debris management pra treatment, and disposal.	ctices must follow applicable regulatory req	A facility permitted for type of material received. uirements regarding storage, transportation,
	Burning of debris, other the Director of Ohio EPA. Con	n in unrestricted areas as defined by Ohio I tact Ohio EPA for guidance on all regulator	EPA, is prohibited, unless expressly authorized by the y requirements, as needed.
Contact	your regional EPA office	for guidance/approval for disposal meth	ods other than described on this form.
		Applicant's Certification/Si	ignature
l certify t regulatio	hat (Applicant name) ns.		has complied with all applicable laws and

(Form updated 10/22/08)

Date

Appendix 10 — Sample Layout of TDSR Site



Appendix 11 – Disaster Related Building Inspections List

DISASTER-RELATED BUILDING INSPECTIONS LIST

The purpose of this information is to summarize the inspections that could take place following a disaster incident or event in your community. Your property may be subject to some or all of these inspections. You are strongly encouraged to contact your local building, zoning, and/or floodplain administrator prior to repairing your damaged structure to ensure that all necessary permits are obtained.

		T	T		T .	
What is the Result of the Inspection?	The information necessary for ARC to provide assistance has been identified and verified.	Information has been gathered to: - provide emergency response needed to save lives and protect property; - request a Joint Preliminary Damage Assessment (PDA) from the state.	The state has data to support a request for federal disaster assistance. FEMA and SBA have the data needed to respond to the state request, if submitted.	What is the Result of the Inspection? Notification of accessibility (structure is safe to enter, has limited access or is condemned) and actions to take to access	Information that will assist the local floodplain administrator determine if the structure is substantially damaged and how to comply with current flood damage reduction regulations. A local flood hazard area development permit must be obtained prior to any repairs.	Obtaining the local permits, certificates of occupancy, and any other required documentation to demonstrate compliance with local building/zoning/floodplain
When Do They Do the Inspection?	Inspections are conducted immediately after the incident as soon as homes are accessible and/or when allowed entry by local officials.	Inspections are conducted immediately after the incident occurs.	Upon request by county EMA and following completion of local PDA	When Do They Do the Inspection? Immediately after the incident and as soon as the building/home is accessible	Substantial damage field inspections occur in the first few weeks after the incident and when the structures are accessible.	Beginning several days after the event and potentially lasting for several years
Why Are They Doing the Inspection?	To determine what forms of ARC assistance to provide	To gather initial damage data to: - identify the scope and impact of the incident; - identify resources needed for emergency response and/or recovery	A Joint PDA is required by federal regulation to obtain the data needed to support a state request for federal disaster assistance.	Why Are They Doing the Inspection? To conduct safety and habitability inspections	This is one step in determining if a structure is "substantially damaged", defined as damage that equals or exceeds 50% of the structure's pre-event fair market value.	To ensure that repairs and/or planned construction meet local health and safety regulations
What Do They Inspect?	Incident-damaged occupied, primary residences (apartments, single family homes, mobile homes, etc.)	Damages reported by residents; and pre-identified risk areas	Incident-damaged occupied, primary residences (apartments, single family homes, mobile homes, etc.); SBA assesses businesses.	What Do They Inspect? Damaged buildings	Structures located in the 100-year floodplain that were built prior to the community's initial Flood Insurance Rate Map	Compliance of constructed or planned repairs to property and/or structure with local regulations
Who Does the Inspection?	Trained ARC Damage Assessment personnel	Representatives from county EMA offices and/or local officials	- Federal Emergency Management Agency (FEMA) and Small Business Administration (SBA) personnel; - state EMA; - local person with Knowledge of location of damaees	Who Does the Inspection? Certified building officials	Local floodplain administrator or certified building officials	Building, zoning, and/or local floodplain administrator
Damage Assessment Related Inspections	American Red Cross (ARC) Damage Assessment Teams	County Emergency Management Agency (EMA) and/or <u>Local Officials</u>	Joint (federal/state/local) Preliminary Damage Assessment (PDA) <u>Teams</u>	Safety/Rebuilding Related Inspections Local Building Officials	Local Flood Plain Manager	Local Building/Permitting Officials

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Ohio Emergency Management Agency

Building Inspections List - April 2010

DISASTER-RELATED BUILDING INSPECTIONS LIST

The purpose of this information is to summarize the inspections that could take place following a disaster incident or event in your community. Your property may be subject to some or all of these inspections. You are strongly encouraged to contact your local building, zoning, and/or floodplain administrator prior to repairing your damaged structure to ensure that all necessary permits are obtained.

Grant/Loan/Insurance/Other	Who Does the	What Do They Inspect?	Why Are They Doing the	When Do They Do the	What is the Result of the
Inspections	Inspection?		Inspection?	Inspection?	Inspection?
FEMA Habitability Inspectors	Contractors hired and	Uninsured event-related	This is one step in	An inspection is scheduled	If damages and/or disaster-related costs
	trained by FEMA	damages to primary	determining eligibility for	after FEMA assigns the	are determined eligible, grants for various
	-	residences of homeowners	FEMA disaster assistance	FEMA registration to an	types of FEMA IHP assistance can be
		and renters	from the Individuals and	inspector.	provided.
			Households Program (IHP).		
Small Business Administration	SBA loss verifiers	Event-related damages to	This is one step in	SBA loss verifiers will	SBA will propose a loan package for the
(SBA) Disaster Loan Program Loss		primary residences of	determining eligibility for	conduct inspections after	eligible damages identified in the
Vorifiers		homeowners and renters;	SBA disaster loan assistance.	SBA receives a disaster loan	inspection.
Velilleis		businesses	100	application packet from a	
				homeowner, renter or	
				business.	
Voluntary Agencies and	Case managers	Essential unmet needs	To determine essential	Inspections are conducted	Voluntary organizations may provide
Non-Governmental Organizations		-	unmet needs which would	once insurance proceeds	various forms of assistance for essential
		-	be forwarded to voluntary,	have been received and	unmet needs.
			non-governmental	disaster assistance has been	
			organizations for possible	provided by FEMA and	
			assistance	SBA.	
Hazard Mitigation Grant	Local official	General property inspection	To identify properties and	Inspections are conducted	Development of a mitigation project
Program (HMGP) Project	designated to manage	and collection of records	interest in participating in a	several weeks to several	application. Project implementation will
Managars	a mitigation grant	and information needed to	locally sponsored mitigation	months after the damage	not occur until 18-24 months after the
Maliagers	project	develop a mitigation project	project that will reduce or	event.	disaster declaration.
		grant application	permanently eliminate future		
			risk to lives and property	-	
			from natural hazards		
Insurance Adjustors	Insurance adjustors	Damages covered by the	Inspection is in response to	Inspection is conducted as	Settlement of the claim, which is based
	from insurance	insurance policy	an insurance claim filed by	soon as possible after the	upon the adjustor's inspection and the
	companies		the policyholder.	policyholder files a claim.	policyholder's coverage

NO FEES should be charged <u>for any of the listed inspections or assessments.</u>

<u>Ask for ID</u> – do not allow entry to any person who is not willing to provide proper identification.

<u>Safeguard personal information</u>. Social Security and bank account numbers will <u>not</u> be required from inspectors.

<u>If in doubt, do not give out information</u>.

Ohio Emergency Management Agency

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Building Inspections List - April 2010

Appendix 12 - Demolition Checklist

	Demo	lition	Chec	klist
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Local Responsibilities Checklist

The following checklist identifies key tasks that local officials should address before a structure is approved for demolition. To expedite the overall effort, many of the tasks can be conducted concurrently.

Provide copies of all ordinances that authorize the local officials to condemn privately owned structures. The authority to condemn privately owned structures would probably have to be accomplished by an ordinance other that one designed or enacted for the demolition of publicly owned structures.	
The local officials should coordinate all lands, easements, and rights of way necessary for accomplishing the approved work.	
Implement laws that reduce the time it takes to go from condemnation to demolition.	
Provide copies of all applicable permits required for demolition of subject structure(s).	
Provide copies of pertinent temporary well capping standards.	
Coordinate all pertinent site inspections with local, State, and Federal inspection team(s).	
Identify household hazardous waste materials prior to demolition.	
Notify the owner/and or renter of any and all site inspections.	
Verify that all personal property has been removed from public and/or structure(s).	
Immediately prior to demolition, verify that the building is unoccupied.	
Ensure that the property is properly posted.	
Provide a clear, concise and accurate property description and demolition verification.	
Include a Public Health official on the demolition inspection team.	
The inspection not only should evaluate the structural integrity of the building, but also must demonstrate "imminent and impending peril" to public health and safety.	
Segregate all household hazardous waste materials to a permitted facility prior to building demolition.	
Provide photographs of the property and verify the address. Provide additional photographs of the property take immediately prior to and following demolition.	

Private Property Utilities Checklist

	ng checklist identifies key tasks that local officials should address before the structure is approved for To expedite the overall effort, many of the tasks can be conducted concurrently.
	Locate, mark, turn off, and disconnect all water and sewer lines.
	Locate, mark, turn off, and disconnect electrical, telephone, and cable television services.
	Provide executed right of entry agreements that have been signed by the owner and by renter, if rented. Into of entry should indicate any known owner intent to rebuild to ensure foundation and utilities are not maged.
rem	Use radio, public meetings, and newspaper ads to give notice to property owners and their renters to nove personal property in advance of demolition.
and	Document the name of the owner on the title, the complete address, and legal description of the property, d the source of this information. Document name of renter, if available.
	Ensure property will be vacated by demolition date.
	Provide written notice to property owners that clearly and completely describe the structures designated for molition. Additionally, provide a list that also identifies relates structures, trees, shrubs, fences, and other items remain on the respective property.
	Notify mortgagor of record.
rep	Provide the property owner the opportunity to participate in decision on whether the property can be aired.
	Determine the existence and amount of insurance on the property prior to demolition.
	Specify procedures to determine when cleanup of the property is completed.

Appendix 13 – Debris Calculation Worksheet

Damage Class	Quantity	CY of Debris Ea.	Total Debris
-	Mobile Home (25-30) CY Each)	
Destroyed	\	30	0
Major		20	0
Minor		10	0
Affected		5	0
0.17.11			
SubTotal	0		0
Sin	ngle Family w/o Basemer	nt (25-30 CY Each)	
Destroyed	<i>y</i> ,	30	0
Major		20	0
Minor		10	0
Affected		5	0
SubTotal	0		0
	nele Femiliani/ December	+ (45 50 CV Fach)	
Destroyed	ngle Family w/ Basemen		0
Major		30 20	0
Minor		10	0
Affected		5	0
Allected		<u> </u>	0
SubTotal	0		0
Mul	tiple Family w/o Baseme	nt (55-60 CY Each)	
Destroyed		60	0
Major		40	0
Minor		20	0
Affected		0	0
SubTotal	0		0
SubTotal	0		U
	Other		
Double Storage Units (10X10)		30	0
Single Storage Units (5X10)		15	0
Inaccessible		20	0
SubTotal	0		
SubTotal	0		0
Total	0		0

Per FM 5-412:

For 5T Dump, 42.00 Hrs per 1000CY (Based on 15Min Turnaround)
So 5T Dump, 168 Hrs (4*42.00 Hrs) per 1000CY (Based on 60 Min Turnaround)

(4945/1000) CY * 168 Hrs/1000 CY =	C
For 10 Trucks per day* 8 Hrs per Truck per day	C

Notes:

Appendix 14 – Load Ticket

Load Ticket	Ticket No. 0012345				
Municipality (Applica	nt)	Pri	me Co	ontractor	
	Sub-Contractor				
	Truc	k Informa	ation		
Truck No			Capa	acity	
Truck Driver (print le		2			
	Loadi	ng Inform	nation		
_	Time	Date		Inspector/Monitor	
Loading					
Location (Address or)				
18/L 1/L	OBS 6 12			I De the sea (N. mar anni an)	
N When Using	GPS Goordina	W	Cilliai	Degrees (N xx.xxxxx)	
IX	Unioa	ling Infor	matio	Nn -	
Debris Classification	Onload			%, CYs, or Actual Weight	
☐ Vegetation					
C&D					
☐ White Goods					
☐ HHW					
Other* See Bel					
l lula adina	Time	Date		Inspector/Monitor	
Unloading					
DMS Name and Location					
*Other Debris Explar					

Appendix 15 – List of Pre-selected TDSR Site Locations

TDSR sites are essential to major debris clearance, removal, and disposal operations. The DC should work closely with local and State officials to develop and maintain a *current listings of potential TDSR sites*.

Pre-disaster site selection teams should be formed. These teams should include local officials who are familiar with the area. Also, the teams should consult and coordinate with local residents and environmental groups to identify in advance any potential problems with a site.

Locations in Clark County for Temporary Disposal

These sites would need to be secure and manned.

Agency / Company	Address	City	Phone